BENEDICT, ADM. PRAC., 3 ed., 91 *et seq.* Since international uniformity is peculiarly desirable in admiralty matters, it is to be regretted that the court, with the wiser foreign rule before it, was bound by its old decisions.

ALIENS — PREFERENCE GIVEN TO LOCAL CREDITORS BY STATE COURTS. — A, a foreigner, brought a tort action against B, an insolvent foreigner in Wisconsin, at the same time garnisheeing B's account in the X bank. After A had obtained judgment against B, C, a citizen of Wisconsin, sued B, and intervened in the garnishment process. Judgment was given for C. A appealed to the United States Supreme Court. *Held*, that such discrimination by a state in favor of its citizens is a matter of state policy, and is not unconstitutional. *Disconto Gesellschaft* v. *Umbreit*, 208 U. S. 570.

Before the National Bankruptcy Act many states adopted a policy of discrimination against non-resident creditors in favor of their citizens. Thus, where a debtor made a voluntary assignment and owned property in another state, only citizens of that state could attach the property. *Bacon* v. *Horne*, 123 Pa. St. 452; *contra*, *Paine* v. *Lester*, 44 Conn. 196; see 7 HARV. L. REV. 281. Nor could the assignee pursue his claims to the detriment of resident creditors. *Hunt* v. *Columbian Ins. Co.*, 55 Me. 290. Since the constitutionality of this policy was upheld, *a fortiori* discrimination against a foreigner would not be unconstitutional. This case was decided in the state court on the ground that, since the court could refuse to entertain a tort action between two foreigners, it would refuse to allow a foreign creditor to withdraw funds from the state when the claims of intervening domestic creditors were unsatisfied. *Disconto Gesellschaft* v. *Umbreit*, 127 Wis. 651. But the right of an alien to sue an alien for a foreign tort is a common law right and not within the discretion of the court. 1 WHART., CONF. OF L., 5, 64. To limit this right seems a clear case of judicial legislation, but it is certainly not a discrimination within the Fourteenth Amendment.

ARBITRATION AND AWARD — REVOCATION OF SUBMISSION TO ARBITRATION BY DEATH OF A PARTY. — A building contract contained a condition that any dispute between the parties as to the price to be paid for extras should be submitted to arbitration. A dispute having arisen, the submission was made a rule of court. Before final award was made one of the parties died. *Held*, that the proceedings can be continued by the personal representatives of the deceased. *In the Matter of an Arbitration between Donovan and Burke*, 42 Ir. L. T. 68 (Ire., K. B. D., Feb. 3, 1908).

At common law a submission to arbitration was revocable at the will of either party at any time before the award was finally made. *Green* v. *Pole*, 6 Bing. 443. This was so even when the submission was made a rule of court. *Skee* v. *Coxon*, 10 B. & C. 483. The arbitrator being only an agent, it was held that his authority, and hence the submission, was revoked by the death of one of the parties, unless there was in the submission an express clause to the contrary. *Blundell* v. *Brettargh*, 17 Ves. 232. The principal case is therefore clearly opposed to the English common law under which it admittedly should have been decided. In England the matter is now largely covered by statutes which provide that after the appointment of an arbitrator, the death of either of the parties shall not operate as a revocation. See RUSSELL, ARBITRATION, 9 ed., 129, 131. Statutory provisions of this nature are common in the United States, but in the absence of statute the courts have followed the English common law doctrine that the submission is revoked by the death of either party. *Gregory* v. *Boston Safe Deposit, etc., Co.*, 36 Fed. 408.

BANKRUPTCY — DISCHARGE — OBTAINING MONEY BY FALSE STATEMENT IN WRITING. — The plaintiff obtained from the defendant a loan of money on the faith of a materially false statement in writing. § 14 *b* (3) of the Bankruptcy Act of 1898 as amended in 1903 provides that a bankrupt "obtaining property on credit . . . upon a materially false statement in writing" shall be denied a discharge. *Held*, that the plaintiff is not entitled to a discharge. *In re Pfaffinger*, 19 Am. B. Rep. 309 (C. C. A., Sixth Circ., Jan. 1908).